



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015110-26

In the matter of: Lower Unit, 127 BOULLEE ST
LONDON ON N5Y1T8

Between: Carlos Fabian Diaz Landlord

And

Lindsay Taylor Tenants
Kristyn Arthur

Carlos Fabian Diaz (the 'Landlord') applied for an order to terminate the tenancy and evict Lindsay Taylor and Kristyn Arthur (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 28, 2026.

Only the Landlord's Representative, Amanda Tucker, and the Landlord, Carlos Fabian Diaz, attended the hearing.

As of 10:13 a.m., the Tenants were not present or represented at the hearing, although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Validity of the N4 Notice

1. The N4 Notice of termination ("N4 Notice") was not signed by the Landlord or the Landlord's Representative, Syboney Hines ("SH"). However, the N4 notice clearly identified the Landlord and SH and contained all of SH's contact information.
2. At the hearing the Landlord had a new Landlord's Representative, Amanda Tucker. The Landlord's Representative indicated that SH was no longer with Karky Legal and the Landlord's Representative was unable to provide a signed copy of the N4 notice, however the Landlord's Representative confirmed that all the other information contained in the N4 notice was correct and therefore the Tenants were not substantially prejudiced by the missing signature.

3. The *Residential Tenancies Act*, 2006 (the “Act”) imposes mandatory requirements on the contents of notices of termination, most notably for current purposes in section 43, where the word “shall” is generally interpreted to set out a mandatory requirement of a form, notice, or document:
 - 43.(1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,
 - (a) identify the rental unit for which the notice is given;
 - (b) state the date on which the tenancy is to terminate; and
 - (c) be signed by the person giving the notice, or the person’s agent.
4. The failure to meet one of these mandatory provisions has often been held by the Board to a “fatal flaw” requiring the application to be dismissed. Without delving into past decisions, I believe notice may be taken of instances where this Board has dismissed applications in the past because of incomplete formal requirements such as partial addresses, missing signatures, and the like.
5. Subsection 212(2) of the Act provides that an error in the contents of a form, notice, or document will still constitute substantial compliance with the Act provided the error does not significantly prejudice the party’s ability to participate in the proceeding.
6. In an uncontested matter, I consider the appropriate initial inquiry is whether there is objectively reasonable confusion from a flawed notice that might cause significant participatory prejudice. Were the Tenant present, it would be appropriate to determine whether any subjective factors result in significant participatory prejudice.
7. Here, I am satisfied that there is no reasonable confusion or significant prejudice from the missing signature. The purpose of the signature is to identify someone is authorizing the service of the notice. Where you have identified the party who is doing so, and there is no dispute about the authorization, you have fulfilled the purposes of the section and substantially complied in a manner that does not prejudice the Tenants. Here, although the signature box was blank, all of SH’s information was below the signature box. I am satisfied that although the N4 notice as not signed that missing signature did not create reasonable confusion or significant prejudice as SH was clearly identified as the Landlord’s Representative on the N4 notice.
8. As such, I am satisfied the N4 notice substantially complies under section 212(2) of the Act.

The Application

9. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

10. As of the hearing date, the Tenants were still in possession of the rental unit.
11. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: $\$1,500.00 \times 12$, divided by 365 days.
13. The Tenants have not made any payments since the application was filed.
14. The rent arrears owing to April 30, 2026, are \$6,000.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. The Landlord's Representative provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,686.00 if the payment is made on or before May 12, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants had paid the full amount owing as ordered, plus any additional rent that became due after May 12, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order, the Tenants must move out of the rental unit on or before May 12, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$6,066.96. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting April 29, 2026, until the date the Tenants move out of the unit.

7. If the Tenants do not pay the Landlord the full amount owing on or before May 12, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 12, 2026, then starting May 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 13, 2026.

May 1, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 13, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 12, 2026

Rent Owing to May 31, 2026	\$7,500.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$7,686.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$5,880.96
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$6,066.96
Plus, daily compensation owing for each day of occupation starting April 29, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	